

BID NO.: 9006-0/13

OPENING: 2:00 P.M. WEDNESDAY April 15, 2009

# MIAMI-DADE COUNTY, FLORIDA

# INVITATION TO BID

# TITLE:

CHEMICAL TEST SUPPLIES FOR TOXICOLOGY LAB - PREQUALIFICATION

#### THE FOLLOWING ARE REQUIREMENTS OF THIS BID, AS NOTED BELOW:

BID DEPOSIT AND PERFORMANCE BOND:	N/A
CATALOGUE AND LISTS:	N/A
CERTIFICATE OF COMPETENCY:	N/A
EQUIPMENT LIST:	N/A
EXPEDITED PURCHASING PROGRAM (EPP)	N/A
INDEMNIFICATION/INSURANCE:	N/A
LIVING WAGE:	N/A
PRE-BID CONFERENCE/WALK-THRU:	N/A
SMALL BUSINESS ENTERPRISE MEASURE:	Section 2.0, Paragraph 2.2
SAMPLES/INFORMATION SHEETS:	Section 2.0, Paragraph 2.2
SECTION 3 - MDHA:	N/A
SITE VISIT/AFFIDAVIT:	N/A
USER ACCESS PROGRAM:	Section 2.0, Paragraph 2.2
WRITTEN WARRANTV.	N/A

#### FOR INFORMATION CONTACT:

José Cardona at (305) 375-1082, or at cardoj@miamidade.gov

#### **IMPORTANT NOTICE TO BIDDERS:**

MIAMI-DADE COUNTY
DEPARTMENT OF PROCUREMENT MANAGEMENT
PURCHASING DIVISION

FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON PAGE 18 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR INELIGIBLE FOR LOCAL PREFERENCE

FAILURE TO SIGN PAGE 18 OF SECTION 4, BID SUBMITTAL FORM WILL RENDER YOUR BID NON-RESPONSIVE



#### **INVITATION TO BID**

Bid Number: 9006-0/13

**Title: Chemical Test Supplies for Toxicology Lab - Prequalification** 

Procurement Contracting Agent: José Cardona

Bids will be accepted until 2:00 p.m. on Wednesday, April 15, 2009

<u>Bids will be publicly opened</u>. The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make all communication available to the public, including those who may be visually or hearing impaired. If you require information in a non-traditional format please call 305-375-5278.

Instructions: The Clerk of the Board business hours are 8:00am to 4:30pm, Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County. Each Bid submitted to the Clerk of the Board shall have the following information clearly marked on the face of the envelope: the Bidders name, return address, Bid number, opening date of the Bid and the title of the Bid. Included in the envelope shall be an original and two copies of the Bid Submittal, plus attachments if applicable. The Bidder may, at Bidder's option, also provide the Excel file containing the information on the Vendor Pricing document The CD or Diskette. file to be provided is to be downloaded HTTP://SERVICES.MIAMIDADE.GOV/DPM/SOLICITATIONLIST.ASPX. Failure to comply with this requirement may result in your Bid not being considered for award.

All Bids received time and date stamped by the Clerk of the Board prior to the bid submittal deadline shall be accepted as timely submitted. The circumstances surrounding all bids received and time stamped by the Clerk of the Board after the bid submittal deadline will be evaluated by the procuring department, in consultation with the County Attorney's Office, to determine whether the bid will be accepted as timely.

#### **NOTICE TO ALL BIDDERS:**

- FAILURE TO SIGN THE BID SUBMITTAL FORM WILL RENDER YOUR BID NON-RESPONSIVE.
- THE BID SUBMITTAL FORM CONTAINS IMPORTANT CERTIFICATIONS THAT REQUIRE REVIEW AND COMPLETION BY ANY VENDOR RESPONDING TO THIS SOLICITATION

#### 1.1. DEFINITIONS

Bid - shall refer to any offer(s) submitted in response to this

Bidder - shall refer to anyone submitting a Bid in response to this

Bid Solicitation - shall mean this solicitation documentation, including any and all addenda.

Bid Submittal Form - defines the requirement of items to be purchased, and must be completed and submitted with Bid. Bidder should indicate its name in the appropriate space on each

County - shall refer to Miami-Dade County, Florida

DPM - shall refer to Miami-Dade County's Department of Procurement Management.

Enrolled Vendor - shall refer to a firm that has completed the necessary documentation in order to receive Bid notifications from the County.

Registered Vendor - shall refer to a firm that has completed the Miami-Dade County Business Entity Registration Application and has satisfied all requirements to enter into business agreements with the

The Vendor Registration Package - shall refer to the Business Entity Registration Application.

For additional information about on-line vendor enrollment or vendor registration contact the Vendor Assistance Unit at 111 N.W. 1<sup>st</sup> Street, 13<sup>th</sup> Floor, Miami, FL 33128, Phone 305-375-5773. Vendors can enroll online and obtain forms to register by visiting our web site at www.mjamidade.gov/dpm

#### 1.2. INSTRUCTIONS TO BIDDERS

#### A. Bidder Qualification

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit Bids. Vendors may enroll with the County to be included on a notification list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must become a Registered Vendor. Only Registered Vendors can be awarded County contracts. Vendors are required to register with the County by contacting the Vendor Assistance Unit. The County endeavors to obtain the participation of all qualified small business enterprises. For information and to apply for certification, contact the Department of Small Business Development at 111 N.W. 1 Street, 191 Floor, Miami, FL 33128-1900, or telephone at 305-375-3111. County employees and board members wishing to do business with the County are referred to Section 2-11.1 of the Miami-Dade County Code relating to Conflict of Interest and Code of Ethics.

#### B. Vendor Registration

B. Vendor Registration

To be recommended for award the County requires that vendors complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, a new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed by vendors and returned to the Department of Procurement Management (DPM), Vendor Assistance Unit, within fourteen (14) days of the intent to recommend for award. In the event the notification of the intent to recommend for award. In the event the Vendor Registration Package is not properly completed and returned within the specified time, the County may in its sole discretion, award to the next lowest responsive, responsible Bidder. The Bidder is responsible for obtaining the Vendor Registration Package, including all affidavits by downloading from the DPM website at www.miamidade.gov or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128.

Bidders are required to affirm that all information submitted with the Vendor Registration Package is current, complete and accurate, at the time they submit a response to a Bid Solicitation, by completing the provided Affirmation of Vendor Affidavit form.

In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

- Miami-Dade County Ownership Disclosure Affidavit (Sec. 2-8.1 of the County Code)
- Miami-Dade County Employment Disclosure Affidavit (County Ordinance No. 90-133, amending Section 2.8-1(d)(2) of the County Code)

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- Miami-Dade Employment Drug-free Workplace Certification (Section 2-8.1.2(b) of the County Code)
- Miami-Dade Disability and Nondiscrimination Affidavit (Article 1, Section 2-8.1.5 Resolution R182-00 Amending R-385-95)
- Miami-Dade County Debarment Disclosure Affidavit (Section 10.38 of the County Code)
- Miami-Dade County Vendor Obligation to County

(Section 2-8.1 of the County Code)

- Miami-Dade County Code of Business Ethics Affidavit (Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code)
- Miami-Dade County Family Leave Affidavit (Article V of Chapter 11 of the County Code)
- Miami-Dade County Living Wage Affidavit (Section 2-8.9 of the County Code)
- Miami-Dade County Domestic Leave and Reporting Affidavit (Article 8, Section 11A-60 11A-67 of the County Code)
- 11. Subcontracting Practices (Ordinance 97-35)
- 12. Subcontractor/Supplier Listing (Ordinance 97-104)
- 13. Environmentally Acceptable Packaging Resolution (R-738-92)
- 14. W-9 and 8109 Forms

The vendor must furnish these forms as required by the Internal Revenue Service.

15. Social Security Number

In order to establish a file for your firm, you must provide your firm's Federal Employer Identification Number (FEIN). If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes your "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that DPM requests the Social Security Number for the following purposes:

- · Identification of individual account records
- · To make payments to individual/vendor for goods and services provided to Miami-Dade County
- Tax reporting purposes
- To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
- 16. Office of the Inspector General

Pursuant to Section 2-1076 of the County Code.

17. Small Business Enterprises

The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.

18. Antitrust Laws

By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.

#### C. PUBLIC ENTITY CRIMES

To be eligible for award of a contract, firms wishing to do business with the County must comply with the following:

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

#### D. Request for Additional Information

- 1. Pursuant to Section 2-11.1(t) of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Agent identified on the front page of the solicitation. Such inquiries or request for information shall be submitted to the procurement agent in writing and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1street, 17th Floor, suite 202, Miami, Florida 33128-1983 or email clerkbcc@miamidade.gov.
- 2. The Department of Procurement Management may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid Solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid Solicitation and any addenda, the last addendum issued shall prevail.
- It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation, The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

#### E. Contents of Bid Solicitation and Bidders' Responsibilities

- It is the responsibility of the Bidder to become thoroughly familiar
  with the Bid requirements, terms and conditions of this solicitation.
  Pleas of ignorance by the Bidder of conditions that exist or that
  may exist will not be accepted as a basis for varying the
  requirements of the County, or the compensation to be paid to the
  Bidder.
- 2. In the event a Bidder wishes to protest any part of the General Conditions, Special Conditions and/or Technical Specifications contained in the Bid Solicitation it must file a notice of protest in writing with the issuing department no later than 48 hours prior to the Bid opening date and hour specified in the solicitation. Failure to file a timely notice of protest will constitute a waiver of proceedings.
- 3. This solicitation is subject to all legal requirements contained in the applicable County Ordinances, Administrative Orders, and Resolutions, as well as all applicable State and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State and local.
- 4. It is the responsibility of the Bidder/Proposer, prior to conducting any lobbying regarding this solicitation to file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder/Proposer. The Bidder/Proposer shall also file a form with the Clerk of the Board at the point in time at which a lobbyist is no longer authorized to represent said Bidder/ Proposer. Failure of a Bidder/Proposer to file the appropriate form required, in relation to each solicitation, may be considered as evidence that the Bidder/Proposer is not a responsible contractor.

#### F. Change or Withdrawal of Bids

1. Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid, (as indicated on the cover page) with a letter in writing on the firms letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.

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Withdrawal of Bid – A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by DPM prior to the Bid opening date may withdraw a bid. A bld may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Bid Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.

#### G. Conflicts Within The Bid Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

#### H. Prompt Payment Terms

- 1. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.
- The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation.

#### 1.3. PREPARATION OF BIDS

- A. The Bid submittal form defines requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other form will result in the rejection of the Bidder's offer
- B. The Bid submittal form must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
- C. An authorized agent of the Bidder's firm must sign the Bid submittal form. <u>FAILURE TO SIGN THE BID SUBMITTAL FORM</u> <u>SHALL RENDER THE BID NON-RESPONSIVE</u>.
- D. The Bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- The Bidder may submit alternate Bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted on a separate Bid submittal marked "Alternate Bid".
- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail
- G. An optional electronic submittal shall not be considered a part of the bid if it differs in any respect from the required manual submittal in the original hard copy.

#### 1.4. CANCELLATION OF BID SOLICITATION

Miarni-Dade County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

#### 1.5. AWARD OF BID SOLICITATION

- A. This Bid may be awarded to the responsible Bidder meeting all requirements as set forth in the solicitation. The County reserves the right to reject any and all Bids, to waive irregularities or technicalities and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner deemed in the best interest of the County.
- C. The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work of this solicitation remains the same.
- E. Award of this Bid Solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration Application and that satisfy all necessary legal requirements to do business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County issued Local Business Tax Receipt.
- F. Pursuant to County Code Section 2-8.1(g), the Bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.
- G. To obtain a copy of the Bid tabulation, Bidder(s) shall enclose an appropriately sized self-addressed stamped envelope or make a request by e-mail. Bid results will not be given by telephone or facsimile.
- H. The Bid Solicitation, any addenda and/or properly executed modifications, the purchase order, and any change order(s) shall constitute the contract.
- In accordance with Resolution R-1574-88, the Director of DPM will decide all tie Bids.
- J. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.
- K. The County reserves the right to request and evaluate additional information regarding the responsibility of the bidder from any bidder after the submission deadline as the County deems necessary.

#### 1.6. CONTRACT EXTENSION

- A. The County reserves the right to exercise its option to extend a contract for up to one hundred-eighty (180) calendar days beyond the current contract period and will notify the contractor in writing of the extension.
- B. This contract may be extended beyond the initial one hundredeighty (180) day extension period upon mutual agreement between the County and the successful Bidder(s) upon approval by the Board of County Commissioners.

#### 1.7. WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the County, the successful Bidder shall correct any and all apparent and altent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid Solicitation may supersede the manufacturer's standard warranty.

#### 1.8. ESTIMATED QUANTITIES

Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the County's anticipated needs and/or usage during a previous contract period and; (b) the County may use these estimates to determine the low Bidder. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-government or non-profit entities

utilizing this contract under the Joint Purchase portion of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation and the resulting contract, if that section is present in this solicitation document. No guarantee is expressed or implies as to quantities or dollars that will be used during the contract period. The County is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

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#### 1.9. NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement with the successful Bidder that will satisfy its needs as describe herein. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any contractor, or perform the work with its own employees.

#### 1.10. LOCAL PREFERENCE

The evaluation of competitive bids is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. A local business shall be defined as:

- a business that has a valid Local Business Tax Receipt, issued by Miami-Dade County at least one year prior to bid or proposal submission, that is appropriate for the goods, services or construction to be purchased:
- a business that has physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; and
- 3. a business that contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation:
  - (a) vendor has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County, or
  - (b) vendor contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County, or
  - some other verifiable and measurable contribution to the economic development and well-being of Miami-Dade County.

When there is a responsive bid from a Miami-Dade local business within 10% of the lowest price submitted by a responsive non-local business, the local business and the non-local low bidder shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business.

At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 2009. Therefore, a vendor which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business pursuant to this Section.

#### 1.11. CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the successful Bidder, continue until completion at the same prices, terms and conditions.

#### 1.12. BID PROTEST

- A. A recommendation for contract award or rejection of award may be protested by a Bidder in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Administrative Order No.3-21.
- B. A written intent to protest shall be filed with the Clerk of the Board and mailed to all participants in the competitive process and to the County Attorney within three (3) County work days of the filing of the County Manager's recommendation. This three-day period begins on the County workday after the filing of the County Manager's recommendation. Such written intent to protest shall state the particular grounds on which it is based and shall be accompanied by a filing fee as detailed in Para C below.
- C. The written intent to protest shall be accompanied by a non-refundable filing fee, payable to the Clerk of the Board, in accordance with the schedule provided below:

Award Amount	<u>Filing Fee</u>
\$25,000-\$250,000	\$500
\$250,001-\$500,000	\$1,000
\$500,001-\$5 million	\$3,000
Over \$5 million	\$5,000

The protester shall then file all pertinent documents and supporting evidence with the Clerk of the Board and mail copies to all participants in the competitive process and to the County Attorney within three (3) County workdays after the filing of a written intent to protest.

 For award recommendations greater than \$250,000 the following shall apply:

The County's recommendation to award or reject will be immediately communicated (via mail, fax or email) to all participants in the competitive process and filed with the Clerk of the Board

E. For award recommendations from \$25,000 to \$250,000 the following shall apply:

Each County workday, as appropriate, recommendations to award or reject will be posted in the lobby of the Stephen P. Clark Center, located at 111 N.W. 1st Street. Participants may also view recommendations to award on-line at the DPM website or call the contact person as identified on the cover page of the Bid Solicitation.

#### 1.13. RULES, REGULATIONS AND LICENSES

The successful Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this Bid Solicitation. The Bidder shall be familiar with all federal, state and local laws that may in affect the goods and/or services offered.

#### 1.14. PACKAGING

Unless otherwise specified in the Special Conditions or Technical Specifications, all containers shall be suitable for shipment and/or storage and comply with Resolution No. 738-92.

#### 1.15. SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default. When Subcontracting is allowed the Bidder shall comply with County Resolution No. 1634-93, Section 10-34 of the County Code and County Ordinance No. 97-35.

#### 1.16. ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

#### 1.17. DELIVERY

Unless otherwise specified in the Bid Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

#### 1.18. RESPONSIBILITY AS EMPLOYER

The employee(s) of the successful Bidder shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The successful Bidder shall provide competent and physically employee(s) capable of performing the work as required. The County may require the successful Bidder to remove any employee it deems unacceptable. All employees of the successful Bidder shall wear proper identification.

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#### 1.19. INDEMNIFICATION

The successful Bidder shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the successful Bidder or its employees, agents, servants, partners, principals or subcontractors. The successful Bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The successful Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the successful Bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

#### 1.20. COLLUSION

A contractor recommended for award as the result of a competitive solicitation for any County purchases of supplies, materials and services (including professional services, other than professional architectural, engineering and other services subject to Sec. 2-10.4 and Sec. 287.055 Fla Stats.), purchase, lease, permit, concession or management agreement shall, within five (5) business days of the filing of such recommendation, submit an affidavit under the penalty of perjury, on a form provided by the County: stating either that the contractor is not related to any of the other parties bidding in the competitive solicitation or identifying all related parties, as defined in this Section, which bid in the solicitation; and attesting that the contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer. In the event a recommended contractor identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended contractor shall be ineligible for award unless that presumption is rebutted in accordance with the provisions of Sec. 2-8.1.1. Any person or entity that fails to submit the required affidavit shall be ineligible for contract

The Collusion Affidavit will be included in all solicitations and will be requested from all bidders/proposers once bids/proposals are received and the bidders list is distributed.

#### 1.21. MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

#### 1.22. TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the successful Bidder shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the successful Bidder prior to notice of termination. The County shall be the sole judge of "reasonable costs."

#### 1.23. TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the successful

Bidder fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the successful Bidder in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the successful Bidder

#### 1.24. FRAUD AND MISREPRESENTATION

Pursuant to Section 2-8.4.1 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees

#### 1.25. ACCESS TO RECORDS

The County reserves the right to require the Contractor to submit to an audit by Audit and Management Services, the Commission Auditor, or other auditor of the County's choosing at the Contractor's expense. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the County for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

#### 1.26 OFFICE OF THE INSPECTOR GENERAL

Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts. The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076(c)(8) of the County Code.

#### 1.27 PRE-AWARD INSPECTION

The County may conduct a pre-award inspection of the bidder's site or hold a pre-award qualification hearing to determine if the bidder is capable of performing the requirements of this bid solicitation.

#### 1.28 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes; popularly know as the "Public Record Law." The bidder shall not submit any information in response to this invitation, which the bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the bidder. In the event that the bidder submits information to the County in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the bid as protected or confidential, the County shall endeavor to redact and return that information to the bidder as quickly as possible, and if appropriate, evaluate the balance of the bid. The redaction or return of information pursuant to this clause may render a bid non-responsive.

# 1.29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability

and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards that include but are not limited to:

 Use of information only for performing services required by the contract or as required by law;

BID NO.: 9006-0/13

- Use of appropriate safeguards to prevent non-permitted disclosures;
- Reporting to Miami-Dade County of any non-permitted use or disclosure;
- Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IIHI/PHI will be held confidential;
- Making Protected Health Information (PHI) available to the customer;
- Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
- Making PHI available to Miami-Dade County for an accounting of disclosures; and
- Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Bidder/ Proposer must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

# 1.30. CHARTER COUNTY TRANSIT SYSTEM SALE SURTAX

When proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County are used to pay for all or some part of the cost of this contract, no award of a Blanket Purchase Order (BPO) for Transit/Public Works as part of a multi-department contract, nor an award of a contract solely for the use of Transit/Public Works shall be effective and thereby give rise to a contractual relationship with the County for Transit/Public Works purchases unless and until both the following have occurred: 1) the County Commission awards the contract, and such award becomes final (either by expiration of 10 days after such award without veto by the Mayor, or by Commission override of a veto); and, 2) either, i) the Citizens' Independent Transportation Trust (CITT) has approved inclusion of Transit/Public Works in this contract, or, ii) in response to the CITT's disapproval, the County Commission reaffirms Transit/Public Work's inclusion in the contract by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final.

#### 1.31 LOBBYIST CONTINGENCY FEES

A) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.

B) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependant on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Manager or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which forseeably will be heard or reviewed by the County Commission or a County board or committee.

#### 1.32 COMMISSION AUDITOR - ACCESS TO RECORDS

Pursuant to Ordinance No. 03-2, all vendors receiving an award of the contract resulting from this solicitation will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds.

#### CHEMICAL TEST SUPPLIES FOR TOXICOLOGY LAB - PREQUALIFICATION

#### 2.1 **PURPOSE: TO PRE-QUALIFY VENDORS**

The purpose of this solicitation is to pre-qualify vendors for future pricing competition. All vendors which meet or exceed the minimum criteria established shall be placed on a Pre-Qualification List that may be accessed by several County departments in order to obtain price quotations for the provision of chemicals, reagents, instrument parts, consumables, and other general toxicology laboratory supplies.

# 2.2 <u>SMALL BUSINESS CONTRACT MEASURES FOR SOLICITATIONS GREATER THAN \$50,000 (Bid Preference)</u>

A Small Business Enterprise (SBE) bid preference applies to this solicitation.

A 10% percent bid preference shall apply to contracts \$1 million or less and 5% percent on contracts greater than \$1 million. A SBE/Micro Business Enterprise must be certified by the Department of Business Development (DBD) for the type of goods and/or services the Enterprise provides in accordance with the applicable Commodity Code(s) for this solicitation. For certification information, contact the Department of Business Development at 305-375-3111 or access <a href="https://www.miamidade.gov/dbd">www.miamidade.gov/dbd</a>.

The SBE/Micro Business Enterprise must be certified by bid submission deadline, at contract award and for the duration of the contract to remain eligible for the preference.

### 2.3 PRE-BID CONFERENCE

**Intentionally Omitted** 

#### 2.4 TERM OF CONTRACT: FIXED PERIOD (48 MONTHS)

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Department of Procurement Management (DPM), Purchasing Division; and contingent upon the completion and submittal of all required bid documents. The contract shall remain in effect for (48) forty-eight months and upon completion of the expressed and/or implied warranty periods.

### 2.5 OPTION TO RENEW

**Intentionally Omitted** 

#### CHEMICAL TEST SUPPLIES FOR TOXICOLOGY LAB - PREQUALIFICATION

# 2.6 <u>METHOD OF AWARD USING PRE-QUALIFICATION AND SUBSEQUENT SPOT</u> MARKET PROCEDURES

Award of this contract will be made to all responsive, responsible vendors/manufacturers by manufacturer's line, catalog and who meet or exceed the minimum qualifications set forth in this solicitation.

These vendors shall then be deemed to be pre-qualified to participate in subsequent spot market purchases as required by the County on either an as-needed or on a periodic basis. When such spot market purchases are initiated, all pre-qualified vendors shall be invited to offer a fixed price for a specific individual purchase, or a specific purchasing period for laboratory supplies. The vendor then offering the lowest fixed price shall be awarded for the specific period or specific purchase. The award to one vendor for a specific period or individual action does not preclude the awarded vendor nor the remaining pre-qualified vendors from submitting spot market offers for other specific purchases.

If an "equal" product is considered by the County in accordance with the quotation form, the County shall be sole judge of equality and its decision in this regard shall be final.

It shall be the sole prerogative of the County as to the number of vendors/manufacturers who will be initially included under this contract. During the term of this contract, the County reserves the right to add or delete vendors/manufactures as it deems necessary in its best interests. If the County elects to add vendors/manufacturers, they must meet the same minimum qualifications established for the original competition.

#### 2.6.1 Pre-Qualification Criteria

Bidder(s) shall:

- A) Be a manufacturer catalog dealer or distributor/reseller for at least one of the manufacturers' line and catalog for analytical reagents and general supplies to forensic toxicology laboratories as defined in Section 3, Items 3.2 & 3.3. Furnish one of the following as applicable:
  - Manufacturer manufacturer's price list or verifiable webpage for products.
  - Distributor letter on manufacturer's letterhead stating the bidder is an authorized distributor.
  - Reseller letter on distributor's letterhead stating the bidder is an authorized reseller of the distributor.

### CHEMICAL TEST SUPPLIES FOR TOXICOLOGY LAB - PREQUALIFICATION

- B) Provide two (2) references of existing customers who shall be listed in the bidder's submittal. The references listed must be customers that are currently receiving or have recently received from the bidder the items described in this solicitation. The references must include the customer's name, and the name, title, address, and telephone number of the contact person who can verify that the bidder has successfully provided the items that the bidder is offering under this solicitation. These references shall ascertain to the County's satisfaction that the bidder has sufficient experience in the provision of Toxicology laboratory supplies.
- C) Be equipped with a facsimile (FAX) machine and / or an e-mail address. Either resource must be available twenty-four (24) hours a day to provide immediate support and expedite quotations. The Bidder's facility shall be staffed by representatives who can be contacted Monday thru Friday from 8:00am to 5:00pm for quotations.

It is possible for a bidder to be included on more than one manufacturer's line and catalog.

#### 2.6.2 Quote Procedure

Vendor(s) meeting minimum criteria shall be deemed pre-qualified to participate in periodic spot market purchases for toxicology laboratory supplies that are identified by the County on an as needed basis. When such spot market purchases are initiated, the pre-qualified vendors shall be invited to offer a fixed price for a specific individual purchase, or a specific purchasing period for toxicology laboratory supplies. Quotes shall include the specific items to be purchased, deadline for price submittal, location for delivery, delivery dates and any other special instructions. Facsimiles are acceptable and must be faxed back to the contact person listed in the quote within the time frame specified in the quote form.

Award will be made to the lowest responsive responsible bidder for each spot market quote. The County reserves the right to award the project to the lowest vendor based on the written price or to reject all prices and obtain the required services from another source. The award of a specific purchase to one vendor does not preclude the ability of the remaining prequalified vendor(s) from submitting offers for other spot market purchases.

Warranties shall be specified when quotes are submitted.

Spot market pricing procedures may be initiated by either the using County department or by DPM.

For Special Delivery Requirements the user department shall specify the shipping terms whenever spot market purchases are initiated.

#### 2.7 PRICES

**Intentionally Omitted** 

### CHEMICAL TEST SUPPLIES FOR TOXICOLOGY LAB - PREQUALIFICATION

# 2.8 <u>EXAMINATION OF COUNTY FACILITIES AND INSPECTION OF COUNTY EQUIPMENT</u>

**Intentionally Omitted** 

# 2.9 EQUAL PRODUCT

**Intentionally Omitted** 

# 2.10 <u>LIQUIDATED DAMAGES</u>

**Intentionally Omitted** 

# 2.11 <u>INDEMNIFICATION AND INSURANCE</u>

**Intentionally Omitted** 

#### 2.12 BID GUARANTY

**Intentionally Omitted** 

# 2.13 PERFORMANCE BOND

**Intentionally Omitted** 

### 2.14 **CERTIFICATIONS**

**Intentionally Omitted** 

# 2.15 <u>METHOD OF PAYMENT: PERIODIC INVOICES FOR COMPLETED</u> PURCHASES

The vendor(s) shall submit an invoice(s) to the County user department(s) after purchase has been completed, whether the specific item(s) were picked up by authorized County personnel or delivered to the site by the vendor. In addition to the general invoice requirements set forth below, the invoices shall reference the corresponding delivery ticket number or packing slip number that was signed by an authorized representative of the County user department at the time the items were delivered and accepted. Submittal of these periodic invoices shall not exceed thirty (30) calendar days from the delivery of the items. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items.

#### CHEMICAL TEST SUPPLIES FOR TOXICOLOGY LAB - PREQUALIFICATION

All invoices shall contain the following basic information:

- I. Vendor Information:
  - The name of the business organization as specified on the contract between Miami-Dade County and vendor
  - Date of invoice
  - Invoice number
  - Vendor's Federal Identification Number on file with Miami-Dade County
- II. County Information:
  - Miami-Dade County Release Purchase Order or Small Purchase Order Number
- III. Pricing Information:
  - Unit price of the goods, services or property provided
  - Extended total price of the goods, services or property
  - Applicable discounts
- IV. Goods or Services Provided per Contract:
  - Description
  - Quantity
- V. Delivery Information:
  - Delivery terms set forth within the Miami-Dade County Release Purchase Order
  - Location and date of delivery of goods, services or property
- VI. Failure to Comply:
  - Failure to submit invoices in the prescribed manner will delay payment.

### 2.16 SHIPPING TERMS: F.O.B. DESTINATION

All bidders shall quote prices based on F.O.B. Destination (freight included) and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized County representative at various Departments.

#### CHEMICAL TEST SUPPLIES FOR TOXICOLOGY LAB - PREQUALIFICATION

#### 2.17 <u>DELIVERY REQUIREMENTS:</u>

**Intentionally Omitted** 

# 2.18 BACK ORDER ALLOWANCE

**Intentionally Omitted** 

# 2.19 WARRANTY REQUIREMENTS

**Intentionally Omitted** 

#### 2.20 CONTACT PERSON:

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: José Cardona, at (305) 375-1082 or email – cardoj@miamidade.gov.

### 2.21 COUNTY USER ACCESS PROGRAM (UAP)

#### **User Access Fee**

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The vendor providing goods or services under this contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

#### **Joint Purchase**

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive Miami-Dade County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The vendor must obtain the participation number from the entity prior to filling any order placed pursuant to this section.

#### CHEMICAL TEST SUPPLIES FOR TOXICOLOGY LAB - PREQUALIFICATION

Vendor participation in this joint purchase portion of the UAP, however, is voluntary. The vendor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the successful vendor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity <u>prior</u> to shipping the goods.

Miami-Dade County shall have no liability to the vendor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the vendor and shall be paid by the ordering entity less the 2% UAP.

# **Vendor Compliance**

If a vendor fails to comply with this section, that vendor may be considered in default by Miami-Dade County in accordance with Section 1, Paragraph 1.23 of this contract solicitation and the resulting contract.

# 2.22 ACCEPTANCE OF PRODUCT BY THE COUNTY

The product(s) to be provided hereunder shall be delivered to the County, and maintained if applicable to the contract, in full compliance with the specifications and requirements set forth in this contract. If a vendor-provided product is determined to not meet the specifications and requirements of this contract, either prior to acceptance or upon initial inspection, the item will be returned, at vendor expense, to the vendor. At the County's own option, the vendor shall either provide a direct replacement for the item, or provide a full credit for the returned item. The vendor shall not assess any additional charge(s) for any conforming action taken by the County under this clause.

#### 2.23 AVAILABILITY OF CONTRACT TO OTHER COUNTY DEPARTMENTS

Although this Solicitation is specific to a County Department, it is hereby agreed and understood that any County department or agency may avail itself of this contract and purchase any and all items specified herein from the successful bidder(s) at the contract price(s) established herein. Under these circumstances, a separate purchase order shall be issued by the County, which identifies the requirements of the additional County department(s) or agency (ies).

### 2.24 DAMAGED GOODS WHEN SHIPPING IS PROVIDED BY VENDOR:

The vendor shall be responsible for filing, processing, and collecting all damage claims against the shipper.

#### CHEMICAL TEST SUPPLIES FOR TOXICOLOGY LAB - PREQUALIFICATION

### 2.25 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

The vendor hereby acknowledges and agrees that all materials supplied by the vendor in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the County by the vendor are found to be defective or do not conform to specifications: (1) the materials may be returned to the vendor at the vendor's expense and the contract cancelled or (2) the County may require the vendor to replace the materials at the vendor's expense.

# 2.26 PACKING SLIP/DELIVERY TICKET TO ACCOMPANY ITEMS DURING DELIVERY:

The successful bidder shall enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this bid solicitation. The packing slip shall be attached to the shipping carton(s) which contain the items and shall be made available to the County's authorized representative during delivery. The packing slip or delivery ticket shall include, at a minimum, the following information: purchase order number; date of order; a complete listing of items being delivered.

### 2.27 SAMPLES MAY BE REQUIRED DURING EVALUATION

During the Spot Market procedure, the bidders may be required to submit a sample for the goods to be supplied for evaluation by, and at no cost to the County. If samples are required, the County will notify the bidder of such in writing and will specify the deadline for submission of the samples on the quote form. When samples are required, the Department shall specify "Samples Are Required for Evaluation". Each individual sample shall be clearly labeled with the bidder's name, bid number, bid title, manufacturer's name and brand name, and style number if applicable. If the bidder fails to submit the samples, properly labeled, within the specified date stipulated in the notice, the County shall not consider the bidder's proposal for that item(s). All samples shall become the property of Miami-Dade County.

The County reserves the right to perform its own testing procedures or to send any and all samples to any certifiable laboratory for analysis. On the basis of this testing and analysis, the County shall be sole judge of the acceptability of the sample in conformance with the bid specifications and its decision shall be final. Any sample submitted shall create an express warranty that the whole of the goods and/or services to be provided by the bidder during the contract period shall conform to the sample submitted. The bidder shall be required to provide adequate restitution to the County, in the manner prescribed by the County, if this warranty is violated during the term of the contract.

# SECTION 3 TECHNICAL SPECIFICATION

### CHEMICAL TEST SUPPLIES FOR TOXICOLOGY LAB - PREQUALIFICATION

### 3.1 SCOPE OF WORK:

The intent of the resulting contract is to provide chemical test supplies and general laboratory supplies inclusive of Reagents, Organic Solvents, Consumables, Instrument Parts and Operational Materials to the toxicology laboratory; in accordance with current laboratory practices, quality control guidelines, and methodology.

Whenever the user department identifies a need for a chemical test supply and/or general laboratory supply the pre-qualified vendors will be invited to offer a fixed price for a specific individual purchase, or a specific purchasing period, as requested by the County department(s).

# 3.2 GENERAL LABORATORY SUPPLIES, SOLVENTS AND CHEMICALS:

- A) General laboratory supplies as necessary that can include the following types of items:
  - Various Laboratory glassware; test tubes, flasks, beakers, measuring glassware, etc.
  - Various Pipette devices; glass, plastic pipettes, tips, bulbs, dispensing bottles, etc.
  - Various Laboratory Plasticware; tips, pipettes, beakers, flasks, tubing, stoppers, storage containers, racks, bins, etc.
  - Indicating papers for pH and other specific measurements
  - Safety devices, and personal protection supplies, gloves, goggles, bench paper, shields, wipes, etc.
  - Small miscellaneous devices for gravimetric and volumetric measuring, liquid mixing and measuring, pH analysis, temperature and pressure measurement, etc.
  - Filtration materials; filter papers, funnels, etc.
  - Various devices for measuring and regulating gas flow and pressure; tubing, fittings, valves, etc.
  - Instrument support materials and equipment; carts, tables, brackets, clamps, racks, etc.
  - Miscellaneous laboratory tools, hardware, fasteners, seals, o-rings, etc.
  - Light sources for UV and Visible wavelength measurements
  - Various vial types and caps for autosamplers, weighing vessels, sample containers, etc.
  - Various evidence containers and bags for storage and security of evidence

# SECTION 3 TECHNICAL SPECIFICATION

### CHEMICAL TEST SUPPLIES FOR TOXICOLOGY LAB - PREQUALIFICATION

- B) Consumables, Repair Parts and Related Operational Materials must meet manufacturer's standards for instruments currently used in the Miami-Dade County laboratories including the following:
  - Agilent Technologies: chromatographs, auto samplers, spectrophotometers and mass spectrometers.
  - Varian, Inc.: chromatographs, autosamplers, spectrophotometers and mass spectrometers
  - Perkin Elmer: chromatographs, spectrophotometers and autosamplers
  - Thermo Fisher Scientific: chromatographs, autosamplers and mass spectrometers
  - Abbott Laboratories: TDx and related auto-analyzers
  - Caliper Life Sciences, Inc.: sample processors, SPE systems and evaporators
  - Orasure Technologies, Inc.: analyzers
  - Siemens: auto-analyzers
  - Instrumentation Laboratories: co-oximeter systems
  - Dynex Technologies, Inc.: micro-plate systems
  - Artel, Inc.: pipette calibration systems
  - Thermo Scientific Hamilton: automatic pipette systems
- C) Organic Solvents offered by the bidder(s) must be High-Performance Liquid Chromatography (HPLC) or Liquid Chromatography-Mass Spectrometry (LCMS) grade quality solvents as required and should at least include brands such as:
  - Burdick Jackson
  - Chromasoly
  - Omnisolve
  - Fisher Chemical (Optima)

#### 3.3 REAGENT VENDORS:

Vendors/Manufacturers shall supply specific test reagents currently in use in the laboratory such as Enzyme Multiplied Immunoassay Technique (EMIT), Fluorescence Polarization Immunoassays (FPIA), Enzyme-Linked ImmunoSorbent Assay (ELISA), pipette calibration, mass spectrometry reagents, spectrophotometry reagents, biological materials and analytical standards. Substitutes will not be accepted.

#### These include:

- Abbott Laboratories: FPIA/TDx reagents
- Immunalysis Corporation: ELISA and EMIT reagents
- Orasure Technologies, Inc.: ELISA reagents
- Siemens: EMIT reagents

# SECTION 3 TECHNICAL SPECIFICATION

# CHEMICAL TEST SUPPLIES FOR TOXICOLOGY LAB - PREQUALIFICATION

- Neogen Corporation: ELISA reagents
- Venture Laboratories, Inc.: ELISA reagents
- Artel, Inc.: pipette calibration reagents
- Instrumentation Laboratory: co-oximeter reagents
- Biological Specialty Corporation: blank whole blood products
- Utak Laboratories, Inc.: custom analytical controls
- Cerilliant Corporation: analytical drug standards

FIRM NAME:
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**Submit Bid To: CLERK OF THE BOARD** Stephen P. Clark Center 111 NW 1st Street 17<sup>th</sup> Floor, Suite 202 Miami, Florida 33128-1983 OPENING: 2:00 P.M. WEDNESDAY April 15, 2009

BID NO.: 9006-0/13



### PLEASE QUOTE PRICES F.O.B. DESTINATION, FREIGHT ALLOWED, LESS TAXES, DELIVERED INMIAMI-DADE COUNTY, FLORIDA

NOTE: Miami-Dade County is exempt from all taxes (Federal, State, Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

This Bid Submittal Consists of DPM Date Issued: Issued by: J.Cardona **Purchasing Division** April 2, 2009 Pages 12 through 18

Sealed bids subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of the Clerk of the Board at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

# Chemical Test Supplies for Toxicology Lab – Prequalification

DO NOT WR	RITE IN THIS SPACE	
ACCEPTED	HIGHER THAN LOW	FIRM NAME:
NON-RESPONSIVE	NON-RESPONSIBLE	FIRM IVAIVIE.
DATE B.C.C.	NO BID	
ITEM NOS. ACCEPTED		
COMMODITY CODE: 17	75 & 175-74	
Procurement Contracting Age	ent José Cardona	

# RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES AND AFFIDAVITS.

FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON PAGE 18 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR INELIGIBLE FOR LOCAL PREFERENCE

FAILURE TO SIGN PAGE 18 OF SECTION 4. BID SUBMITTAL FORM. WILL RENDER YOUR BID NON-RESPONSIVE

FIRM NAME:	:	

4.1	In accordance with Section 2 Paragraph 2.6.1(A) <u>List of Manufacturer's Product Lines/Additional Manufacturers</u>					
	Bidder shall indicate below if the bidder is either a manufacturer or a distributor of the product lines listed below:					
	Abbott Laboratories	☐ Manufacturer	☐ Distributor/Reseller			
	Agilent Technologies	☐ Manufacturer	☐ Distributor/Reseller			
	Alltech Associates	☐ Manufacturer	☐ Distributor/Reseller			
	Artel, Inc.	☐ Manufacturer	☐ Distributor/Reseller			
	Biological Specialty Corp.	☐ Manufacturer	☐ Distributor/Reseller			
	Cerilliant Corp.	☐ Manufacturer	☐ Distributor/Reseller			
	Fisher Scientific	☐ Manufacturer	☐ Distributor/Reseller			
	Florida Fluid Systems Technologies	☐ Manufacturer	☐ Distributor/Reseller			
	Immunalysis Corp.	☐ Manufacturer	☐ Distributor/Reseller			
	Instrumentation Laboratories, Inc.	☐ Manufacturer	☐ Distributor/Reseller			
	Lynn Peavy Corp.	☐ Manufacturer	☐ Distributor/Reseller			
	Microliter Analytical Supplies	☐ Manufacturer	☐ Distributor/Reseller			
	Orasure Technologies	☐ Manufacturer	☐ Distributor/Reseller			
	Perkin Elmer LLC	☐ Manufacturer	☐ Distributor/Reseller			

Pierce Chemical	☐ Manufacturer	☐ Distributor/Reselle
Restek Corp.	☐ Manufacturer	☐ Distributor/Reselle
Scientific Instrument Service, Inc.	☐ Manufacturer	☐ Distributor/Reselle
Sigma Aldrich	☐ Manufacturer	☐ Distributor/Reselle
Supelco	☐ Manufacturer	☐ Distributor/Reselle
Siemens Healthcare Diagnostics	☐ Manufacturer	☐ Distributor/Reselle
ThermoFisher	☐ Manufacturer	☐ Distributor/Reselle
UCT LLC	☐ Manufacturer	☐ Distributor/Reselle
Trinity Biotech	☐ Manufacturer	☐ Distributor/Reselle
Utak Laboratories	☐ Manufacturer	☐ Distributor/Reselle
Varian, Inc.	☐ Manufacturer	☐ Distributor/Reselle
Caliper Life Sciences	☐ Manufacturer	☐ Distributor/Reselle
Neogen	☐ Manufacturer	☐ Distributor/Reselle
Venture Labs	☐ Manufacturer	☐ Distributor/Reselle
Dynex Technologies	☐ Manufacturer	☐ Distributor/Reselle

	FIRM NAME:	
	Please list Additional Manufacturer Catalogs below:	
4.2	In accordance with Section 2, Paragraph 2.6.1 (A) Manufacturer car	talog dealer or distributor/reseller
	The bidder is required to submit with their bid, proof of the manufacturer, distributor or reseller of products offered in rebidder is a manufacturer provide your company's website product list with prices for toxicology laboratory supplies a available from your firm under this solicitation. If bidder is don manufacturer's or distributor letterhead as applicable statistic provide toxicology laboratory supplies from manufacturer.	esponse to this Invitation to Bid. If for verification and attach your and related products that shall be distributor or reseller furnish letter
	A) Manufacturer Website:	
	☐ Product list attached.	
	B) Distributor/Reseller:	
	☐ Attached letter from manufacturer authoriz	zing Bidder to sell its products.

FIRM NAME:\_\_\_\_\_

4.3	In accordance with Section 2, Paragraph 2.6.1 (B) Reference Checks Report					
	Two (2) references of existing customers who shall be listed in the bidder's submittal. The references listed must be customers that are currently receiving or have recently received from the bidder the items described in this solicitation. The references must include the customer's name, and the name, title, address, and telephone number of the contact person who can verify that the bidder has successfully provided the products that the bidder is offering under this solicitation. These references shall ascertain to the County's satisfaction that the bidder has sufficient experience in the provision of Toxicology laboratory supplies.					
	Company's Name	Contact Name	Contact Title	Customer Address	Telephone Number	E-mail Address
1)		·			·	
2)						

4.4	In accordance with Section 2, Paragraph 2.6.1(C) <u>Bidder's representative</u>					
	Bidder(s) shall be equipped with a facsimile (FAX) machine and / or an e-mail address. Either resource must be available twenty-four (24) hours a day to provide immediate support and expedite quotations. The Bidder's facility shall be staffed by representatives who can be contacted Monday thru Friday from 8:00am to 5:00pm for quotations.					
	Company's Contact Company Company Company Company					Company
	Name	Person's Name	Phone Number	Fax Number	E-mail Address	Address
	<b></b>	$\downarrow$	$\downarrow$	$\downarrow$	$\downarrow$	$\downarrow$

# SECTION 4 BID SUBMITTAL FOR:

# CHEMICAL TEST SUPPLIES FOR TOXICOLOGY LAB - PREQUALIFICATION

# ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES
PART I:
LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS BID
Addendum #1, Dated
Addendum #2, Dated
Addendum #3, Dated
Addendum #4, Dated
Addendum #5, Dated
Addendum #6, Dated
Addendum #7, Dated
Addendum #8, Dated
PART II:
☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID
FIRM NAME:
AUTHORIZED SIGNATURE: DATE:
TITLE OF OFFICER:



# Bid Title: Chemical Test Supplies for Toxicology Lab - Prequalification

By signing this Bid Submittal Form the Bidder certifies that it satisfies all legal requirements (as an entity) to do business with the County, including all Conflict of Interest and Code of Ethics provisions in Section 2-11 of the Miami-Dade County Code. Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the Miami-Dade County Ethics Commission prior to submittal of a Bid response or application of any type to contract with the County by the employee or his or her immediate family and file a copy of that request for opinion and any opinion or waiver from the Board of County Commissioners with the Clerk of the Board. The affected employee shall file with the Clerk of the Board a statement in a form satisfactory to the Clerk disclosing the employee's interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submitting a Bid, response, or application of any type to contract with the County. Also a copy of the request for a conflict of interest opinion from the Ethics Commission and any corresponding opinion, or any waiver issued by the Board of County Commissioners, must be submitted with the response to the solicitation.

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying <u>regarding this solicitation</u>, the <u>Bidder must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder</u>. Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the Bidder is not a responsible contractor.

The Bidder confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Bidder will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon vendor registration. Failure to register as a vendor within the specified time may result in your firm not being considered for award.

Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a contract with or receiving funding from the County.

#### □ Place a check mark here only if bidder has such conviction to disclose to comply with this requirement.

#### COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program

For the County's information, the bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document. Vendor participation in the Joint Purchase portion of the UAP is <u>voluntary</u>, and the bidder's expression of general interest at 'A' and 'B' below is for the County's information only and **shall not be binding** on the bidder.

informati	on only and snall not be binding on the bidder.	
A.	If awarded this County contract, would you be interest in participating in the quasi-governmental or not-for-profit entities located <i>within</i> the geographical	Joint Purchase portion of the UAP with respect to other governmental boundaries of Miami-Dade County?
	Yes No	
	<u>and</u>	
B.	If awarded this County contract, would you be interested in participating in t	he Joint Purchase portion of the UAP with respect to other
	governmental, quasi-governmental or not-for-profit entities located outside t	he geographical boundaries of Miami-Dade County?
	Yes No PREFERENCE CERTIFICATION: The responding vendor hereby attests,	
local busi accordance this solici the retent	ness. For the purpose of this certification, a "local business" is a business locate with the Interlocal Agreement between the two counties) that conforms with tation and contributes to the economic development of the community in a version and expansion of employment opportunities and the support and increase the checking the appropriate box above) shall render the vendor ineligible for	ted within the limits of Miami-Dade County (or Broward County in the provisions of Section 1.10 of the General Terms and Conditions o ifiable and measurable way. This may include, but not be limited to, to the County's tax base. <b>Failure to complete this certification at this</b>
Street A	ddress:	
Mailing	Address (if different):	
Telepho	ne No	Fax No
Email A	ddress:	FEIN No/////
Prompt I	Payment Terms:% days netdays (Please see paragraph 1.2 H of General Terms and Conditions)	*"By signing this document the bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract"
Signatu	re:	
	(Signature of authorized a	geni)
Print Na	me:	Title:

Failure to sign this page shall render your Bid non-responsive.



# **APPENDIX**

AFFIDAVITS FORMAL BIDS



# Miami-Dade County Department of Procurement Management

BID NO.: 9006-0/13

#### **Affirmation of Vendor Affidavits**

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a <u>new</u> Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

**Federal Employer** 

Contract No.: Identification Number (FEIN):							
	Contract Title:						
	Affidav	its and Legis	latio	n/ Governing Bod	у		
1.	Miami-Dade County Ownership Disclosure Sec. 2-8.1 of the County Code	•	6.	Miami-Dade Coun Section 2-8.1 of the Co	ty Vendor Obligation to County ounty Code		
2.	Miami-Dade County Employment Disclos County Ordinance No. 90-133, amending Section the County Code	<b>ure</b> 2.8-1(d)(2) of	7.	Article 1, Section 2-8.1(	ty Code of Business Ethics ii) and 2-11(b)(1) of the County Code through (o ode and County Ordinance No 00-1 amending County Code		
3.	Miami-Dade County Employment Drug-fre Workplace Certification Section 2-8.1.2(b) f the County Code	Article V of Chapter 11 of the County	Miami-Dade County Family Leave Article V of Chapter 11 of the County Code				
4.	Miami-Dade County Disability Non-Discrir Article 1, Section 2-8.1.5 Resolution R182-00 amer R-385-95		9.	Miami-Dade County Living Wage Section 2-8.9 of the County Code			
5.	Miami-Dade County Debarment Disclosur Section 10.38 of the County Code	'e	10.	Miami-Dade County Domestic Leave and Reportin Article 8, Section 11A-60 11A-67 of the County Code			
			I	J			
	Printed Name of Affiant		Printec	l Title of Affiant	Signature of Affiant		
	Name of Firr	n		7900 A. C.	Date		
Address of Firm			State Zip Code		Zip Code		
		Notary Pu	blic I	nformation			
No	tary Public – State of	Count	y of				
Suk	oscribed and sworn to (or affirmed) before me this		<u> </u>	day of,	20		
by		He or she is p	oerson	ally known to me	or has produced identification		
Тур	oe of identification produced		v				
	Signature of Notary Public			***************************************	Serial Number		
	Print or Stamp of Notary Public	Expiration D	ate	AAAAAA TAA TAA TAA AAAAA TAA AAAAAA TAA AAAAAA	Notary Public Seal		

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# BID NO.: 9006-0/13

# FAIR SUBCONTRACTING PRACTICES

(Ordinance 97-35)

		 enneman
	***************************************	
		***************************************

MIAMI-DADE COUNTY

BID NO.: 9006-0/13

# SUBCONTRACTOR/SUPPLIER LISTING (Ordinance 97-104) Firm Name of Prime Contractor/Respondent:

Bid No.:	Title:			
on County contracts for purchases of supplies, m bidders and respondents on County or Public Hea is awarded the contract shall not change or sub- materials to be supplied from those identified, exce This form or a comparable listing meeting the re-	naterials or services, including lth Trust construction contract stitute first tier subcontractor upt upon written approval of the equirements of Ordinance No. rs on the contract. The bidde	. 97-104, <u>MUST</u> be completed, signed and submitted ever or proposer should enter the word "NONE" under the	00,000 or mor idder or respon ork to be perf en though the	dent who formed or
Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	(Principal Owner) Gender Race	
Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	(Principal Gender	Race
I certify that the representations co	ontained in this Subcontractor/	Supplier Listing are to the best of my knowledge true and	1 accurate	
Prime Contractor/Respondent's Signature	Print Naı (Duplicate if additio		Da RM 100	ate

**MIAMI-DADE COUNTY** 

# MIAMI-DADE COUNTY CERTIFICATION OF RECYCLED ENVIRONMENTALLY ACCEPTABLE PACKAGING PRODUCT CONTENT



RESOLUTION (R-738-92)

		MININ	IUM CERTIFIE	D CONTENT			
Bid Item	RECYCLED PRODUCTS		RECOVERED MATERIALS		RECYCABLE PRODUCTS		
Number	%	Type of	%	Type of	%	Type of	
	Composition	Material	Composition	Material	Composition	Material	
						· · · · · · · · · · · · · · · · · · ·	
			DEFINITIONS				

<sup>&</sup>quot;Recycled Material" shall be defined as any waste material or by-products that have been recovered or diverted from solid waste.

I have the knowledge to certify and do so by certify that the Minimum Materials Content in our product(s) are as specified on this form and conform with the definitions as shown above.

NAME		
ADDRESS		
CITY	STATE	ZIP
SIGNATURE	TITLE	

<sup>&</sup>quot;Recycled Product" shall be defined as any product which is in whole or in part composed of recovered materials.

<sup>&</sup>quot;Recyclable Product" shall be defined as the ability of a product and its packaging to be reused, reconditioned for use, or recycled through existing recycling collection programs.

<sup>&</sup>quot;Waste Reducing Product" shall be defined as any product which will result in less waste generated due to its use rather than another product designed to serve the same function with a greater waste generation rate. This shall include, but not limited to those products that can be reused, refilled or have a longer life expectancy and contain a lesser amount of toxic constituents.

### **MIAMI-DADE COUNTY**

BID NO.: 9006-0/13 Note: This affidavit will be requested from all bidders once bids are received and the bidders list is

distributed.

# **COLLUSION AFFIDAVIT**

(Code of Miami-Dade County Section 2-8.1.1 and 10-33.1) (Ordinance No. 08-113)

		BEFORE ME, A NOTARY PUBLIC, person			who being duly swor	n
	states:	I am over 18 years of age, have personal lands officer, director, principal shareholder and/or	knowledge of the fac		nis affidavit and I am an owne	r,
□ OR □	is not r genuine contract person to secu	that the bidder of this contract: related to any of the other parties bidding in e and not sham or collusive or made in the ir ctor has not, directly or indirectly, induced or s , firm, or corporation to refrain from proposing ure to the proposer an advantage over any oth ed to the following parties who bid in the solici	nterest or on behalf of olicited any other proposer, and that the proposer.	f any person or poser to put in a ser has not in a	not therein named, and that th n a sham proposal, or any othe any manner sought by collusio	e er
Note	recomr collusiv presen prepara corpora propos have a	erson or entity that fails to submit this execumended contractor identifies related parties we and the recommended contractor shall tation of evidence as to the extent of own ation and submittal of such bids or proposals. The area of the same agreement or in which a pare direct or indirect ownership interest in another be collusive shall be rejected.	in the competitive size ineligible for aware ership, control and Related parties shall ave a direct or indirect company or the present co	solicitation its ard unless th management mean bidders ect ownership rincipals there	bid shall be presumed to be at presumption is rebutted be of such related parties in the sor proposers or the principals printerest in another bidder of of one (1) bidder or proposes	e e s, or
		Ву:			20	
		Signature of Affiant		Date	<u> </u>	
		Printed Name of Affiant and Title	// Federal Employe	_/// er Identification	//_/ n Number	
		Printed	Name of Firm			
		Addre SUBSCRIBED AND SWORN TO (or affirme	ess of Firm ed) before me this	day of	, 20	
	He/She	e is personally known to me or has presented			as identification.	
		e is personally known to me or has presented	Type of ider	ntification	<u> </u>	
		Signature of Notary	Se	rial Number		
		Print or Stamp Name of Notary	Ехр	iration Date	_	
		Notary Public – State of		Notary Seal		

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